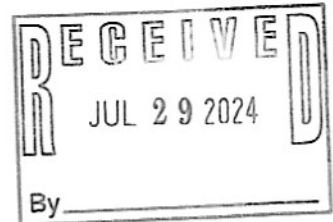


MEMORANDUM OF AGREEMENT  
Between  
BNSF RAILWAY  
And  
SMART-TD



The purpose of this agreement is to create a new workforce retention agreement to provide for greater utilization of employees covered by this agreement. Therefore, we agree:

1. BNSF may, at its sole discretion, establish a Workforce Retention and Utilization (WRU) board at any location where there are surplus trainmen which, when so established, will operate as follows:
2. Once established, the positions shall be advertised pursuant to the terms of the applicable agreement and awarded to applicants in seniority order, subject to the following eligibility requirements:
  - A. In order to be eligible to obtain a position on a WRU board, the employee must:
    - i. Be a "primary recall" employee at the location where the WRU board is being established.
    - ii. For employees not subject to "primary recall," the employee must have been working at a WRU board location for at least thirty days prior to bidding to be on the board.
3. If there are not enough voluntary bidders for the WRU board, BNSF may force assign employees to the WRU board in accordance with existing agreements. Any employee who is force assigned to the WRU board may "opt out" of the WRU board after seven (7) calendar days in accordance with Paragraph 7 below.
  - A. When a WRU board is established at a particular location, positions on that board shall remain in existence for at least thirty (30) days. The only exception to this shall be if an employee on the board is recalled to active service under the provisions of paragraph 6 below, in which case, the required number of positions may be reduced accordingly.
  - B. Except as provided in paragraph 3A above, WRU board positions can be added or removed at BNSF's discretion. Such positions will be advertised, and positions on the board will be awarded in seniority order to employees eligible under paragraph 2A. A successful applicant, not recalled to active service under the provisions of paragraph 6 below, may leave the WRU board or otherwise bid off the WRU board after being on the board for at least fourteen (14) days. However, an employee who voluntarily leaves the WRU board under this provision will be ineligible for placement to the WRU board for the next thirty (30) days.

4. Positions on the WRU board will be designated as outlined below:
  - A. Employees will not be subject to call while on the WRU board.
  - B. Successful bidders on the WRU board will be protected from displacement for the entirety of their tenure on the WRU board.
  - C. At any location where the General Chairperson believes that, as a result of the WRU board, the number of people on the guaranteed extra lists has been artificially reduced, they may confer with the appropriate Labor Relations representative to resolve the issue.
5. Compensation
  - A. An employee holding a position on a the WR Board for an entire payroll period shall be guaranteed \$1,500 for that payroll period (that amount is subject to any GWIs which become effective after the date this agreement first becomes effective). Standard extra board guarantee offsets for each location will apply.
  - B. Any employee who does not hold a position on the WRU board for the entire payroll period shall have the amount reduced in accordance standard extra board guarantee offsets for each location that such employee is not on the board.
  - D. An employee on the WRU board who reaches scheduled vacation time shall automatically be placed on vacation and paid pursuant to the vacation agreement provisions. Employees may choose to cash in carryover personal leave days at any time. Pay for vacation or PLD will handled in accordance with current CBA provisions.
  - E. Each day on the WRU board will count as a qualifying day for health and welfare benefit coverage.
  - F. Where applicable, each day on the WRU board will be counted as a qualifying day for personal leave day purposes.
  - G. Each day on the WRU board will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier.
  - H. Employees on the WRU board shall maintain any currently required certification, familiarization and/or qualification status and shall satisfy any obligation to take any physical and/or rules examination due during the calendar year. Payment for any requirements will be made in accordance with current CBAs, and any payments will offset guarantee in accordance with the CBA.

6. Recall to Active Service

- A. Employees on the WRU board shall be recalled to active service in reverse seniority order unless a senior employee on the board has indicated that they wish to be recalled wish to be recalled by activating the WR Return to Service toggle in the Workforce Hub (or similar technology), in which case the request(s) will be honored in seniority order.
- B. Employees on the WRU board are subject to a 48-hour recall from the first attempt at notification, which will be made to the employee's telephone number of record. If an employee on a WRU board fails to respond within that period, the employee will be force assigned and made available for that assignment (and normal active service layoff procedures/guidelines would apply).

7. "Opt Out" for Force Assigned Employees

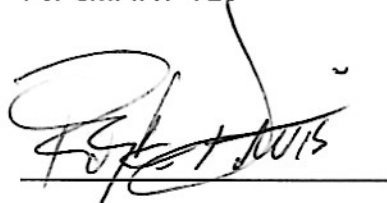
- A. After seven (7) days on the WRU board, any employee who was force assigned to the WRU board may "opt out" by declaring that they voluntarily wish to waive their right to the provisions provided under Paragraph 5 above. Once an employee "opts out" they will no longer be eligible for the compensation, H&W, PLD, and vacation credits for any day prior to being returned to service and will be subject to a thirty (30) day recall to service. Employees who declare this option will then be placed on the Off-In-Force-Reduction (OIFR) board and will be recalled for active service in seniority order after all employees on the WRU board have been recalled.
- B. Employees on the OIFR board will be recalled in keeping with Paragraph 3 of the March 29, 2017 OIFR MOU.
- C. Employees on the TDR board will receive H&W Benefits for four (4) months after the last month of compensated service pursuant to the governing CBA.

This agreement shall take effect on \_\_\_\_\_, 2024. Either Party may cancel this pilot by giving thirty (30) days' advanced written notice to the other Party.

For BNSF Railway Company:

\_\_\_\_\_  
Melissa Beasley Coke  
AVP, Labor Relations

For SMART-TD:

  
\_\_\_\_\_  
General Chairman, SMART-TD

---

Andrea Smith  
General Director, Labor Relations